

RELEASE AND HOLD HARMLESS AGREEMENT

I

FOR THE SOLE CONSIDERATION of the sum of SIXTY THOUSAND AND 00/100 dollars (\$60,000), the undersigned Jorge Bello hereby releases and forever discharges the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable (hereafter "the City of Portland") from any and all claims for damages and/or injuries from or in any way relating to the events alleged in his lawsuit **JORGE BELLO v. CITY OF PORTLAND AND JOHN OLIPHANT, Court Case No. 3:22-cv-00411-SI** in the United States District, for the District of Oregon, Portland Division. The \$60,000 settlement sum shall be delivered to Jorge Bello's attorneys, Unlawful Termination Lawyers, LLC within thirty (30) calendar days of the Effective Date of this Agreement as set forth in Paragraph X.

II

IT IS UNDERSTOOD AND AGREED that the payment made to the undersigned under this agreement is not to be construed as an admission of liability. The City of Portland expressly denies liability to the undersigned, or any other person for injuries or damages arising out of the aforementioned incident. Likewise, this agreement is not to be construed as an admission by Jorge Bello that his claims lack legal merit.

III

IT IS FURTHER UNDERSTOOD AND AGREED that this agreement releases the City of Portland from any and all claims arising out of the above-described causes of action, and claims against the proceeds of said action including, but not limited to, medical liens, hospital liens, Social Security Administration liens, Medicare liens, workers' compensation liens, liens of the State of Oregon Department of Human Services and all other liens against the above-described causes of action at the time of execution hereof.

IV

A. The Parties also acknowledge any Medicare and Medicaid interest payable under this Agreement shall be the sole and exclusive responsibility of Jorge Bello. Jorge Bello agrees that the duties stated in this paragraph are non-delegable and failure to perform such duties shall provide the City of Portland with a right to recover any monies paid due to the failure to satisfy Medicare's interests, including any additional expenses incurred and attorney fees. The Parties acknowledge and understand that the City of Portland will report any payment to a Medicare beneficiary in settlement of a claim under a liability insurance policy or self-insurance to Medicare (CMS).

B. Jorge Bello agrees and warrants that he will satisfy any and all applicable Medicare, Medicaid, and private insurer liens and third-party claims prior to receiving any portion of the settlement payment set forth in section I from the Trust Account of Unlawful Termination Lawyers. With respect to the interests of Medicare and the Centers for Medicare and Medicaid Services ("CMS"), Jorge Bello represents and warrants that he is not a Medicare Recipient and that Medicare has not made any payments to or on his behalf in connection with the injuries alleged by him in his lawsuit. Jorge Bello further represents that he has received notice from Oregon Health Authority, Oregon Department of Human Services Personal Injury Liens Unit asserting the rights to \$1,710.21 for medical expenses relating to the past medical care and treatment of Jorge Bello that was paid by Medicaid. If Jorge Bello fails to satisfy such liens, Jorge Bello shall defend and indemnify the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities from any and all claims arising out of such failure.

C. Jorge Bello shall provide a final payment letter indicating that the interests of Oregon Health Authority, Oregon Department of Human Services Personal Injury Liens Unit have been resolved prior to receiving any portion of the settlement payment set forth in section I.

D. In consideration of the payments set forth in the Settlement Agreement, Jorge Bello waives, releases, and forever discharges the City of Portland from any obligations for any claim, known or unknown, arising out of the failure of the City of Portland to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. § 1395y(b)(3)(A).

E. Jorge Bello understands this settlement may impact, limit or preclude his right or ability to receive future Medicare/CMS benefits arising out of the injuries alleged, and nevertheless wishes to proceed with the settlement.

F. The parties have attempted to resolve this matter in compliance with both state and federal law, and have considered Medicare's interests. Jorge Bello has concluded that a Medicare Set-Aside ("MSA") is not required or appropriate in this matter. It is not the intention of the parties to shift responsibility for payment of future medical expenses to Medicare pursuant to 42 U.S.C. § 1395y(b) or the Federal Government.

G. Should any person or entity not a party hereto challenge the validity of this Settlement Agreement, or any term thereof, pursue recovery of monies from the City of Portland or bring a claim or claims against the City of Portland arising out of 42 U.S.C. § 1395y(b) related to payment for items or services related to the injuries claimed in this action, Jorge Bello shall provide to the City of Portland such cooperation and assistance as the City of Portland may reasonably request in order to resist such a challenge or defend such a claim.

V

THE UNDERSIGNED AGREES AND WARRANTS that all expenses incurred to date or which will be incurred in the future, which are related in any way to claims being released herein, have either been paid or will be paid from the proceeds of this settlement and that Jorge

Bello will hold the City of Portland, its agents, employees and assigns harmless from any claim for any such expense whenever incurred and, if any suit is filed against the City of Portland to collect such claim, Jorge Bello will accept the tender of defense of any such claim, defend it at his expense and pay any judgment entered therein and agree to compensate the City of Portland for any expense or liability incurred as a result of the filing of such suit.

VI

THE UNDERSIGNED HEREBY DECLARES that he has read this Release and Hold Harmless Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the above-described incident, in whatever legal form or theory he might assert, whether disputed or otherwise, and in particular including, but not limited to, those matters set forth in the first amended complaint of Jorge Bello in the United states District Court for the District of Oregon, Portland Division, entitled:

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

JORGE BELLO,

3:22-cv-00411-SI

PLAINTIFF,

v.

**CITY OF PORTLAND and JOHN
OLIPHANT,**

DEFENDANTS.

VII

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement is intended to, and does, cover not only all known losses and damages, but any further losses and damages not now known or anticipated which may later develop or be discovered including all effects and consequences thereof.

VIII

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

IX

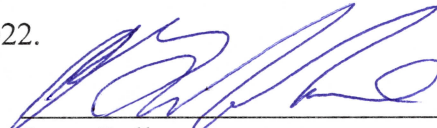
IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement releases any and all claims for nondisclosure, fraud or misrepresentation and any and all claims for nondisclosure, fraud or misrepresentation in the inducement of this agreement.

X

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Agreement shall not become binding an enforceable until it is approved by the City Council ("the Effective Date"). However, Jorge Bello's notarized signature of this Agreement shall be deemed effective even if it occurs prior to the Effective Date.

THE UNDERSIGNED FURTHER STIPULATES AND AGREES that the above case may be dismissed with prejudice and without costs or attorney's fees to any party.

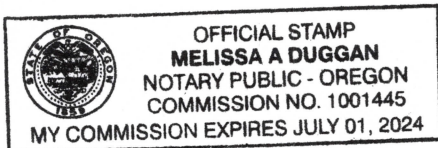
DATED this 5 day of DECEMBER 2022.

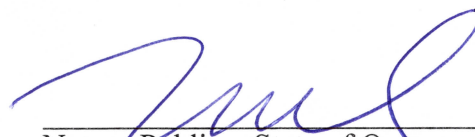


Jorge Bello

STATE OF OREGON)
) ss.
County of Multnomah)

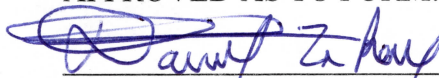
This instrument was acknowledged before me this 5 day of December
2022, by Jorge Bello.





Notary Public – State of Oregon
Commission No.: 1001445
Commission Expiration: July 1, 2024

APPROVED AS TO FORM:



Daniel K. Le Roux, OSB #085510
Attorney for Plaintiff

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